

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W91238-16-R-0049	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	28-Sep-2016	1 OF 100

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If Other Than Item 7) CODE		
USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922		W91238	<b>See Item 7</b>		
TEL:		FAX:			TEL:
9. FOR INFORMATION CALL:	A. NAME GREG L TREIBLE		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 916-557-6718		

### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

The Natomas Basin Reach I Contract 1 is located on the reach of Natomas levee adjacent to the American River in Sacramento, California. Reach I Contract 1 includes installation of approximately two miles of cement-bentonite cutoff walls between Gateway Oaks Boulevard and Northgate Boulevard, mostly centered on Garden Highway. The cutoff walls will have an average depth of 45 feet. Excavation spoils will be hauled to a site identified herein to be spread and compacted. A landside drainage blanket will be installed on the levee slope underneath Interstate 5. Relocation and/or removal of waterlines, sanitary force mains, and other utilities will be included in this contract. Multiple lane closures, road closures, and bicycle trail closures are also included, requiring traffic control, detours, and signage for both vehicles and pedestrian/bicyclists. Repaving and striping of roads and trails is also included. Prime contractor shall self-perform 100 percent of the cutoff wall effort. In accordance with DFARs 236.204, the estimated magnitude is between \$10M & \$25M. This solicitation is proceeding as an Unrestricted / Full and Open acquisition.

11. The Contractor shall begin performance within 10 calendar days and complete it within 526 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See FAR 52.211-10 \_\_\_\_\_.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 6 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 14 Nov 2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>											
<b>OFFER (Must be fully completed by offeror)</b>											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>						
					<b>See Item 14</b>						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE		
<b>AWARD (To be completed by Government)</b>											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE				27. PAYMENT WILL BE MADE BY:				CODE
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:			
					31B. UNITED STATES OF AMERICA BY				31C. AWARD DATE		

## Section 00 01 10 - Table of Contents

### Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CLIN 0001 Exhibit(s)	1	
Attachment 1	List of Drawings	6	
Attachment 2	Supplementary Condition 32 Requirements for Reach 1 Contract 1		
Attachment 3	Specifications	485	
Attachment 4	Natomas Basin Reach I Contract 1 Design Plans	142	02-SEP-2016
Attachment 5	Davis Bacon Wage Determination	45	26-AUG-2016

Section 00 10 00 - Solicitation

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Natomas Basin, Reach I Contract 1 FFP Contractor shall provide all labor, materials, equipment and transportation necessary to complete Natomas Basin Reach I Improvement Construction Project in accordance with this contract and all attachments. FOB: Destination	1	Job		
NET AMT					

See Exhibit A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Construction Standby FFP Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. This option item allows the Government the unilateral right to require the contractor to standby at the daily rate proposed for not to exceed 30 calendar days under the performance of this CLIN. FOB: Destination	30	Days		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Onsite Remobilization FFP Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. This option allows the Government the unilateral right to require the contractor to demobilize all resources currently being used in performance of the contract to a location approximately 100 yards from the current place of performance; and to remobilize to the most recent place of performance prior to the exercise of this option, not to exceed 5 times during the performance period of this CLIN. FOB: Destination	5	Jobs		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	STA 23+06 Control Line A FFP Monitoring Well Construction at STA 23+06 (Control Line A). Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. FOB: Destination	1	Each		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Job		
OPTION	CalTrans Storm Water Data Report Develop FFP CalTrans Storm Water Data Report Development. Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Job		
OPTION	Residential Access FFP Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. FOB: Destination				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Each		
OPTION	STA 96 + 13 (Control Line A) FFP Monitoring Well Construction at STA 96+13 (Control Line A). Refer to Specification Section 01 22 00 Measurement and Payment for extended description of this CLIN. FOB: Destination				
					<hr/>
NET AMT					

**NOTE: ESTIMATED QUANTITIES**

**All Contract Line Item Numbers (CLINs) identified in clause UAI 52.211-5001 Variations in Estimated Quantities, Subdivided Items (Mar 1995) are estimated quantities. Therefore, the clause found at FAR 52.211-18, Variation in Estimated Quantities (contained herein by reference) applies.**

Section 00 21 00 - Instructions

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System Number	JUL 2013
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	APR 2014
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.217-5	Evaluation Of Options	JUL 1990
52.222-5	Construction Wage Rate Requirements--Secondary Site of the Work	MAY 2014
52.225-12	Notice of Buy American Requirement - Construction Materials Under Trade Agreements	MAY 2014
52.236-28	Preparation of Proposals--Construction	OCT 1997
52.252-5	Authorized Deviations In Provisions	APR 1984
252.211-7002	Availability For Examination Of Specifications, Standards, Plans, Drawings, Data Item Descriptions, And Other Pertinent Documents	DEC 1991
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; **X** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT



52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**U.S. Army Corps of Engineers, Sacramento District  
ATTN: Construction Contracting Officer, Suite 878  
1325 J Street  
Sacramento, California 95814**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--  
**Tuesday 18 October 2016 at 10:00am Pacific Time**

(c) Participants will meet at—  
**Sacramento City Hall  
City Counsel Chambers  
915 I St, Sacramento, CA 95814**

The following is added:

**Agenda is as follows:  
10:00 – Pre-proposal conference  
Noon – Lunch  
13:15 – Site Visit (location to be announced at pre-proposal conference).**

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its

quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows:

N/A

## Section 00 21 16 - Instructions to Proposers

### INSTRUCTIONS TO OFFERORS

#### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The following documents must be returned with your offer.

--The completed **Standard Form 1442 with continuation pages**, duly executed with an original signature by an official authorized to bind the company. Ensure that the firm's DUNS or DUNS+4 Number is entered in the block with its name and address.

--Your **acknowledgement of any and all Amendments** to the solicitation in accordance with the instructions on the Standard Form 30 Amendment.

Note: If the SF 1442 and/or the pricing schedule was changed by amendment, be sure to use the amended pages when submitting your quote, bid, or offer.

--Your completed **Representations, Certifications, and Other Statements of Offerors** (Section 00 45 00).

--The completed **CLIN Schedule** with your proposed contract line item prices inserted in the appropriate spaces. Prices must be proposed for all contract line items. Unit prices are to be extended to the actual "dollar and cents" amounts (i.e., to two decimal places). Do not round off extended prices to the nearest dollar. Check your pricing submission very carefully for mathematical and clerical errors prior to submission.

--Your **Offer Guarantee** (e.g., Standard Form 24, "Bid Bond")

### **INQUIRIES:**

Prospective offerors should submit inquiries related to this solicitation in accordance with the following (collect calls will not be accepted):

a. For information related to amendments, and the dates set for receipt of proposals, please check

<http://www.fedbizopps.gov>

b. Contractual and Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at <https://www.projnet.org/projnet>.

1. To submit and review bid inquiry items, offerors will need to be a current registered user or self-register into the system. To self-register go to the aforementioned web page and click on the QUICK ADD link. Select agency as USACE, and enter the Bidder Inquiry Key for this solicitation listed below, your e-mail address, and then click continue. Fill in all required information and click Add User.

2. From this page you may view all bidder inquiries or add an inquiry.

3. Bidders will receive an acknowledgement of their question via e-mail, followed by an answer to their question after it has been processed.

4. The Solicitation Number is: **W91238-16-R-0049**

The Bidder Inquiry Key is: **5HC2W4-UZ66RJ**

c. The Bidder Inquiry System will be unavailable for new inquiries 10 days prior to proposal submission in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.

d. Offerors are requested to review the specification in its entirety, and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

e. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

f. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

g. The point of contact for this solicitation is:

Contract Specialist: Gregory L. Treible

E-MAIL: [Greg.L.Treible@usace.army.mil](mailto:Greg.L.Treible@usace.army.mil)

### **DIRECTIONS FOR SUBMITTING OFFERS:**

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No.: **W91238-16-R-0049**

ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army

U.S. Army Engineer District, Sacramento  
ATTN: Contracting Division, Greg Treible  
1325 J Street  
Sacramento CA 95814-2922

**SPECIAL INSTRUCTION PERTAINING TO HAND-CARRIED OFFERS:**

Hand-carried offers must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, offerors may no longer hand-carry their offers directly to Contracting Division. Offers may NOT be turned-in at the Security Desk or left unattended elsewhere in the Lobby. Additionally, you are advised that there is no public parking in the Building.

The contract specialist will be in the Building Lobby 20 minutes prior to the closing time to accept hand-carried offers.

Offerors who desire to hand-deliver their offers at an earlier time must coordinate with the contract specialist in advance in order to arrange to be met in the Building Lobby by Contracting Division personnel. If you show up unannounced, you may be inconvenienced to wait until Contracting Division personnel are able to accept your hand-delivered offer.

Please ensure that all courier and delivery personnel are aware of these procedures.

**ELECTRONIC MAIL / FACSIMILE OFFERS:**

Electronic Mail (Email) and Facsimile offers will not be accepted.

**CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY:**

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, the contractor is required to provide a statement regarding previous experience and past performance in performing comparable work, information related to the business organization, financial resources, and/or plant to be used in performing the work (see Section 00 22 11, Pre-award Survey). All offerors will complete and return the Preward Survey as part of the Price/Cost proposal. Failure to submit the Pre-award Survey in conjunction with the price proposal will not of itself render the offer unacceptable.

In order to be determined to be responsible a prospective contractor must be determined responsible in accordance with FAR 9.104-1.

The Pre-award Survey as a tool used by the Government in determining responsibility of the offeror is submitted as part of the Price/Cost proposal and is separate from the technical proposal's response to the technical evaluation criteria found later in this section. Some of the information required from the offeror for completion of the Preward Survey and the technical proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost proposal and the Technical proposal be separate documents. DO NOT state, for example, in the technical proposal, "See Price/Cost proposal for past performance information".

**AVAILABILITY OF CORPS OF ENGINEERS PUBLICATIONS DESCRIPTIONS:**

a. The internet URL for Corps of Engineers publications is:

<http://www.publications.usace.army.mil/>

b. Construction Criteria Base (CCB). The Construction Criteria Base (CCB) system available through the National Institute of Building Sciences includes copies of Corps of Engineers methods and specifications. Information about the CCB can be obtained from:

<http://www.wbdg.org/ccb/ccb.php>

**PREPARATION OF SUBCONTRACTING PLAN:**

(a) See FAR 52.219-9, Section 00 70 00, of this solicitation. Subcontracting Plans will be developed considering only the subcontracts actually to be awarded. Subcontracting Plans are required from other than small businesses if the contract price is over \$1,500,000; they are not required from small business firms regardless of the contract price.

(b) For information on the evaluation of subcontracting plans, see Army Federal Acquisition Regulation Supplement, Appendix DD.

(c) Questions on the Subcontracting Plan requirements or the Electronic Subcontracting Reporting System (eSRS) requirements as required by FAR 52.219-9, shall be submitted via Bidder Inquiry in ProjNet at <https://www.projnet.org/projnet>.

(d) The Corps of Engineers highly encourages all bidders/offerors to meet the recommended subcontracting goals as follows:

Small Businesses 22.0%

Small Disadvantaged Businesses 6.0%

Women-Owned Small Businesses 8.0%

HUBZone Small Business 4.0%

Veteran-Owned Small Business 3%

Service Disabled Veteran Owned 2.0%

The goals are calculated as a percentage of the TOTAL SUBCONTRACTING DOLLARS, NOT THE TOTAL CONTRACT AMOUNT.

#### **PERFORMANCE AND PAYMENT BONDS:**

The bidder/offeror whose bid/offer is accepted will, within the time established in the contract, furnish performance and payment bonds in accordance with FAR 52.228-15.

#### **INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS:**

Offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. Failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

#### **ACCEPTANCE OF OFFERS:**

A written award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party.

#### **System for Award Management (SAM) Registration:**

It is a requirement that any and all contractors that intend to do business with the government must be registered in the System for Award Management (SAM) database. No contract may be awarded by the government to any contractor who is not registered in SAM. If your company is not registered in SAM, you must register in order to be eligible for any government award.

The following link provides access to the SAM website:

<https://www.sam.gov/portal/public/SAM/>

If you have difficulties with or questions regarding the SAM registration, the following link has been set up by the Defense Logistics Agency (DLA) to assist contractors registering for CAGE codes for enrollment and navigation within SAM: W91238-15-R-0027 Page 22 of 104

<https://www.logisticsinformationservice.dla.mil/CAGETier3/>

--End of Section

## **SUPPLEMENTARY INSTRUCTIONS**

### **1. OVERVIEW**

This is a "Best Value" solicitation for the construction of improvements to the Natomas Basin Levee at Reach I in Sacramento, CA. The Contracting Officer will award a firm fixed-price contract to that responsible Offeror whom the Source Selection Authority determined conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government, considering all non-price factors described herein, and price.

### **2. BASIS OF AWARD**

#### **2.1. ELIGIBILITY FOR CONTRACT AWARD**

In accordance with the requirements of Part 9 of the Federal Acquisition Regulation (FAR), no contract shall be entered into unless the Contracting Officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the Contracting Officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

#### **2.2. SOURCE SELECTION USING THE TRADE-OFF PROCESS**

The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between price and technical ("non-price") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative analysis and an integrated assessment of proposals against all source selection criteria in the solicitation.

#### **2.3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS**

All evaluation factors other than price, when combined, weighted more heavily than cost/price. The Government is concerned with striking the most advantageous balance between technical merit (i.e., quality) and cost to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

#### **2.4. EVALUATION OF THE PRICE PROPOSAL**

a. Price to the Government will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed price will be analyzed for reasonableness. It may also be analyzed to determine whether it reflects a clear understanding of the requirements; and is consistent with the offeror's Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The Price Evaluation Adjustment for Small Disadvantaged Businesses will not apply to this procurement as it is currently suspended for the Department of Defense.

c. Information required to be submitted in the Price Proposal volume in addition to the executed SF 1442 with acknowledgement of amendments and the completed CLIN schedule will be used to determine the offeror's eligibility for contract award in accordance with paragraph 2.1 above (for example, the work breakdown structure, the offeror's representations and certifications; the bid guarantee; and the offeror's pre-award survey information). The Government may enter into exchanges with offerors about such information without it constituting discussions, subject to applicable FAR limitations, including FAR 15.306, Exchanges with offerors after receipt of proposals.

### **2.5. TECHNICAL EVALUATION FACTORS**

The Government will evaluate each offeror's technical proposal based on how well the proposal addresses each of the evaluation factors, listed below, and on how well the offeror has performed on related projects through the evaluation of the past performance information provided from references or obtained from other sources. Each of the evaluation factors will be evaluated by the Government and an adjectival rating and risk rating will be determined by consensus of the Government evaluation board for all technical factors other than past performance. The Past Performance factor will be evaluated by the Government and a relevancy and confidence level will be determined by consensus of the Government evaluation board.

The evaluation factors correlate directly to the main organizational tabs identified in the proposal submission instructions.

#### Technical Proposal

- (1) Factor 1: Experience and Capability
- (2) Factor 2: Technical Approach
- (3) Factor 3: Past Performance

## **2.6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS**

The Technical Evaluation Factors are listed below in descending order of importance, as follows:

Factor 1 – Experience and Capability is the most heavily weighted factor.

Factor 2 – Technical Approach is weighted less than Factor 1.

Factor 3 – Past Performance is weighted less than Factor 2.

## **2.7. GENERAL TECHNICAL EVALUATION CRITERIA**

a. The offeror's conformance with the specified format and submission requirements will be considered during the technical evaluation. Failure to comply with the formatting and/or submission requirements may be seen as indicative of the type of problems that could be expected during contract performance. Lack of conformance could therefore result in a higher risk assessment, in addition to any other impacts on the evaluation. Material omission(s) may cause the technical proposal to be rejected as unacceptable. However, in accordance with FAR 52.215-1, the Government may waive informalities and minor irregularities in proposals. For example, a failure by a proposed key subcontractor to submit a properly executed letter of commitment may be considered as increasing risk, but will not be considered a proposal deficiency.

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The proposal submission instructions are written to give prospective contractors, where feasible, an indication of the level of detail desired by the Government. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. Any prescribed page and formatting limitations will be strictly adhered to and enforced by the Government. The Government will not evaluate any excess information resulting from the offeror's failure to comply with the submission instructions. Examples: If an offeror were to submit three pages in response to an item with a two page limitation, the information on the first two pages would be evaluated but the information on the third page would not be evaluated. If an offeror were to submit a fold-out sheet (e.g. 11"x17") in response to a one-page limitation where fold-out sheets were not authorized, only the information that could reasonably have been submitted on one 8-1/2 x 11 inch sheet would be evaluated. If an offeror were to submit three 8-1/2 x 11 inch pages in response to a one not-to-exceed 11 x 17 inch page limitation, only the information that could reasonably have been submitted on one 11 x 17 inch sheet would be evaluated. If an offeror submitted alternates that were not requested (e.g., key personnel), the information will not be evaluated.

e. The degree of risk to the Government inherent in the offeror's technical proposal will be a consideration under every evaluation factor, with the exception of past performance, which will be evaluated as Past Performance Confidence Assessment.

f. A "deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. "Weakness" means a flaw in a proposal that increases the risk of unsuccessful contract performance. A "significant weakness" is a proposal flaw that appreciably increases the risk of unsuccessful contract performance. The Government cannot accept an offer with a deficiency in its technical proposal. The term "acceptable" is therefore used in this context to describe a technical proposal that does not contain a deficiency and thus could be accepted by the Government, notwithstanding any weaknesses or significant weaknesses in the proposal.

g. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unacceptable" under any factor will render the offer ineligible for award, unless the Government elects to enter into discussions with that offeror and all deficiencies are remedied in a revised proposal.

h. Failure of a proposed subcontractor to furnish authorization for the Government to discuss its past performance with the offeror will not be considered a proposal deficiency. However, the Government will not be able to disclose to the offeror any details pertaining to their performance problems that may contribute to a lower overall rating.

i. Past Performance Evaluation. The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements.

There are two aspects to the past performance evaluation. The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is determined during the evaluation for Factor 1 Experience and Capabilities based on example projects submitted for that factor. The second aspect of the past performance evaluation is to determine how well the contractor performed on the example projects submitted for Factor 1 Experience and Capability. The Government will review this past performance information and determine the quality and usefulness as it applies to performance confidence assessment.



1. Past Performance Relevancy Ratings

<b>RATING</b>	<b>DESCRIPTION</b>
<b>Very Relevant</b>	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
<b>Relevant</b>	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
<b>Somewhat Relevant</b>	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
<b>Not Relevant</b>	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2. Past Performance Confidence Assessments - In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings in the table below:

<b>RATING</b>	<b>DESCRIPTION</b>
<b>Substantial Confidence</b>	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
<b>Satisfactory Confidence</b>	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
<b>Limited Confidence</b>	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
<b>No Confidence</b>	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
<b>Unknown Confidence (Neutral)</b>	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

j. Combined Technical/Risk Rating for other than past performance.

<b>Color Rating</b>	<b>Adjectival Rating</b>	<b>Description</b>
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

### **3 GENERAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS.**

#### **3.1 GENERAL INSTRUCTIONS.**

##### **3.1.1 Media, Page Size, Margins, Fonts, and Page Limitations.**

Submit only the hard-copy paper documents and electronic files specifically authorized elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc. Do not include links to information on websites in lieu of incorporating the information physically into the proposal. Except where another size is specifically authorized for a specific submission, use only 8 1/2" x 11" paper. Use at least 1 inch margins, which may include headers and footers. Do not justify the right margin. Ensure that all text and graphics are clearly legible. Do not use a font size smaller than 10, unusual font styles such as script, or condensed fonts. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, a foldout sheet will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are excluded from page limitations.

##### **3.1.2 Proposal Binding.**

The preferred method for assembling proposals is a method that enables the rapid insertion or deletion of pages such as three ring binders. Ensure recommended capacity is not exceeded and that pages turn freely. Do not use spring clamps, spiral binding systems, or heat binding systems.

##### **3.1.3 Conditioning of Offer.**

Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal volumes. Inclusion of any standard company terms and conditions that conflict with the terms and conditions of the solicitation may result in a determination that the offer is unacceptable and thus ineligible for award. Resolve questions about the terms and conditions or technical requirements of the solicitation prior to submission of the offer; see "Inquiries", located in Section 00 21 16, for points of contact. Notwithstanding the above, the offeror must clearly describe in the proposal cover sheet submitted with the volume any exceptions, within the offer, to the contractual and/or technical terms and conditions of the solicitation.

##### **3.1.4 Restrictions on Offeror-Provided Information.**

"Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can nonetheless be provided to the Government as part of the offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must clearly mark the information in accordance with FAR 52.215-1, "Instructions to Offeror – Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data". Files shall not contain classified data.

### **3.2 REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSAL VOLUMES.**

Each offeror must submit both a “price proposal” volume and a “technical proposal” volume. The price proposal includes the signed offer and the offeror’s proposed prices. The technical proposal includes all required information relating to the “non-cost” evaluation factors. The two volumes must be submitted as separate, physically distinct volumes. Both volumes must be received at the location shown in Block 8 of Standard Form 1442, not later than the date and time specified in Block 13 of Standard Form 1442. The information in the two volumes is evaluated separately and independently. Therefore, all information intended by the offeror to be evaluated as part of the price proposal must be submitted as part of the price proposal. All information intended by the offeror to be evaluated as part of the technical proposal must be submitted as part of the technical proposal. Do not merely cross-reference similar material between the technical and price proposals. Information in the price proposal will not be considered in the technical evaluation, and vice versa.

### **3.2.1 Marking of Proposal Volumes.**

Mark each volume as either the “Price Proposal” or the “Technical Proposal”. Additionally, mark the outside front cover of each volume with the project title and location, solicitation number, name and address of the offeror, and volume copy number. (Markings which identify the offeror are not required on either the back cover or on the spine/binding.)

### **3.2.2 Tabbing of Proposal Volumes.**

Offers are to be formatted and tabbed in accordance with the instructions that follow for each proposal volume.

### **3.2.3 Table of Contents.**

Include a table of contents for each proposal volume.

## **4 PRICE PROPOSAL VOLUME.**

### **4.1 NUMBER OF SETS OF THE PRICE PROPOSAL.**

Submit the original (no copies) of the price proposal volume.

### **4.2 FORMAT, CONTENTS, AND LIST OF TABS FOR THE PRICE PROPOSAL.**

Use only 8-1/2” x 11” pages. There are no page limits for the price proposal; however, limit responses to required information. Excess information will not be evaluated. Organize your price proposal as indicated below. If a tab is not applicable to your proposal, omit that tab but do not renumber the subsequent tabs.

#### **PRICE PROPOSAL VOLUME**

##### **TAB    CONTENTS OF THE PRICE PROPOSAL**

- |   |   |
|---|---|
| 1 | Proposal Cover Sheet  |
| 2 | SF 1442; Acknowledgement of Amendments; (Joint Venture Agreement (if applicable)) |
| 3 | CLIN Schedule   |
| 4 | Representations and Certifications  |
| 5 | Offer Guarantee   |
| 6 | Pre-Award Survey Information  |

### **4.3 DETAILED SUBMISSION REQUIREMENTS FOR THE PRICE PROPOSAL.**

#### **Tab 1 of the Price Proposal: Proposal Cover Sheet.**

The proposal cover sheet is required by FAR 52.215-1 (c)(2). This provision, titled “Instructions to Offerors – Competitive Acquisition” is provided in full text in Section 00 21 00. The format and content for the proposal cover sheet follows:

#### **PROPOSAL COVER SHEET**

1. Solicitation Number:
2. The name, address, DUNS number, telephone numbers and email addresses of the offeror.
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the Solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
4. Names, titles, email addresses, and telephone numbers of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation:
5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority.

(End of Proposal Cover Sheet)

#### **Tab 2 of the Price Proposal: SF 1442; Acknowledgement of Amendments; Joint Venture Agreement.**

The Standard Form (SF) 1442 must be completed by the offeror and duly executed with an original signature by the official(s) identified in the proposal cover sheet as authorized to bind the offeror in accordance with FAR 4.102, which includes specific instructions pertaining to individuals, partnerships, corporations, Joint Venture participants, and agents. Include the offeror’s DUNS number in block 14 of the SF 1442, along with the offeror’s address. All amendments must be acknowledged in accordance with the instructions on the Standard Form 30, Amendment. If the offeror is a Joint Venture (JV), include a copy of the JV agreement and indicate its status. (Note: It is preferred, but not required, that you use a document protector in lieu of punching holes in the original SF 1442.)

#### **Tab 3 of the Price Proposal: CLIN Schedule.**

Submit the completed CLIN Schedule with the offeror’s proposed contract prices inserted in the appropriate spaces. Prices must be proposed for all contract line items. Unit prices must be extended to the actual “dollar and cents” amounts (i.e., to two decimal places). Do not round off the extended prices to the nearest dollar. Check your pricing submission very carefully for mathematical and clerical errors prior to submission. Any qualification of pricing may render the proposal unacceptable and therefore not eligible for award. (Note: It is preferred, but not required, that you use a document protector in lieu of punching holes in the completed “original” CLIN schedule.)

#### **Tab 4 of the Price Proposal: Representations and Certifications.**

The offeror must have electronically completed the annual representations and certifications on the System for Award Management (SAM) website in accordance with FAR 52.204-8. The offeror is responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the offeror must also complete and return the “Representations, Certifications, and Other Statements of Offerors” included in Section 00 45 00 of the solicitation. If the offeror is a Joint Venture, all participants must separately complete annual representations and certifications and Section 00 45 00.

**Tab 5 of the Price Proposal: Offer Guarantee.**

All offerors must submit a Offer guarantee (e.g., Standard Form 24, Bid Bond) which complies with the requirements of FAR 28.101 Bid Guarantees, and any Defense and Army supplements thereto.

**Tab 6 of the Price Proposal: Pre-Award Survey Information.**

a. The Contracting Officer is required to make an affirmative pre-award determination of the prospective contractor's responsibility in accordance with the mandatory requirements of Part 9 of the Federal Acquisition Regulation (FAR) and its supplements. The Contracting Officer must have sufficient information available to determine that a prospective contractor meets these minimum standards. Therefore, the offeror is requested to provide the pre-award survey information described below with its price proposal:

(1) The completed Construction Contractor Data Form with Supplemental Schedules A-C (see format which follows). If the offeror is a large multi-segmented business concerns, the data provided on the supplemental schedules may be limited to information that directly pertains to the specific segment of the business concern (e.g., the division, group, unit, etc.) proposed to perform work under the prospective contract with its own work force. If the offer is being submitted by a Joint Venture, submit a separate form for each Joint Venture participant. The offeror may submit pre-award survey information in another format, provided that the information furnished is substantially the same as that which would be furnished on the Construction Contractor Data Form and its supplemental schedules.

(2) Current financial statements. If the financial statement is more than 60 days old, submit a certificate stating that the firm's financial condition is substantially the same, or, if not the same, state the changes that have taken place. If a Joint Venture, provide this information for each participant in the Joint Venture.

(3) Banking information. Provide letters from banks or other financial institutions with which the contractor conducts business. The letters should contain information about your firm's accounts, loans, lines of credit, etc. The Government is interested in financial stability, timely payments, the length and nature of the relationship between the firm and the financial institution, and the firm's financial ability to perform the contract. The letters should also provide the name and telephone number of the bank representative the Government may contact. If a Joint Venture, provide this information for each Joint Venture participant.

b. The Government will treat the pre-award survey information submitted by the offeror as proprietary.

<b>CONSTRUCTION CONTRACTOR DATA</b>		<b>DATE:</b>
Firm Name and Telephone Number	Main Office Address (Street, City, and State)	
Branch Offices		Services Rendered <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Consultant
Organization <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Date Organized	Date Incorporated: State:
Names of Officers and Other Key Personnel		

I – PRESENT PAYROLL PERSONNEL (List Number of Each Category Below)		
Partners:	Remainder:	Subtotal Permanent:
Officers:	Total:	Maximum Personnel at Any Time:
Other Key:		Date:
II—EQUIPMENT OWNED		III—FINANCIAL DATA AS OF
Present Value (\$)		(DATE):
		Current Assets:
Acquisition Cost (\$)		Current Liabilities:
		Net Worth:
IV—TOTAL VALUE OF CONSTRUCTION AND DEMOLITION WORK IN PAST 6 YRS EXCLUSIVE OF JOINT VENTURE (LIST MOST RECENT FIRST)		V—LARGEST JOB EVER CONTRACTED (If Other Than in Past Six Years)
\$	LARGEST JOB IN PAST 6 YRS	Contract Amount:
\$	Contract Amount:	Date:
\$	Date:	Description:
\$	Description:	
\$		
\$		
Avg. Annual Income	Owner:	Owner:
\$		
VI—TYPE OF WORK IN WHICH FIRM SPECIALIZES		
NAME AND POSITION/TITLE OF PERSON SIGNING		SIGNATURE
<input type="checkbox"/> See attachment for explanations or detailed description of item(s) reported above.		

CONSTRUCTION CONTRACTOR DATA – SCHEDULE A – EXISTING COMMITMENTS				
List below the construction projects your firm currently has under way, including recent awards. Also list construction projects for which your firm is the apparent successful offeror/bidder, but for which a contract has not yet been awarded.				
CONTRACT NUMBER	CONTRACT AMOUNT	DESCRIPTION/ LOCATION	ORGANIZATION/ CONTACT PERSON/ PHONE NUMBER	PERCENT COMPLETE


**CONSTRUCTION CONTRACTOR DATA – SCHEDULE B – COMPLETED PROJECTS**

List below the principal construction projects your firm has completed within the past six years, including all DoD contracts with a total value exceeding \$10,000,000.00.

CONTRACT NUMBER	CONTRACT AMOUNT	DESCRIPTION/ LOCATION	ORGANIZATION/ CONTACT PERSON/ PHONE NUMBER	PERCENT SUBLET

**CONSTRUCTION CONTRACTOR DATA – SCHEDULE C –  
CONSTRUCTION AND/OR TECHNICAL EQUIPMENT**

List total equipment and facilities owned for performing the prospective contract and present status as to whether or not it is currently committed to existing contracts.

QUANTITY	DESCRIPTION	CONDITION	YEARS OF SERVICE	PRESENT STATUS


## **5. TECHNICAL PROPOSAL VOLUME EVALUATION CRITERIA**

### **5.1 NUMBER OF SETS OF THE TECHNICAL PROPOSAL**

The Technical Proposal is to be submitted in one hard “original” and five copies. In addition, submit one complete copy of the technical proposal on Compact Disk (CD) using a searchable “PDF” file format. No pricing information shall be included in the technical volume. If pricing information is provided within the technical volume, the proposal may be disqualified and not considered for award. The Technical Volume should be specific and complete. Legibility, clarity and coherence are very important.

### **5.2 FORMAT, CONTENTS, AND LIST OF TABS FOR THE TECHNICAL PROPOSAL**

Use 8-1/2” x 11” pages for the narrative portions of the proposal. The overall page limit for the technical proposal is 50 double-sided pages (not counting the past performance questionnaires; additionally, there may be limits imposed at the tab level. Organize your technical proposal as indicated below. The tabs directly correlate to the technical evaluation factors. Although the Government may use information contained anywhere within the technical proposal in its evaluation of any technical evaluation criteria, the Government is not obligated to search for or to consider information that is not located in the specified location. Number the pages. Limit submittals to the information specified; excess information will not be evaluated, and maybe considered a weakness for failure to comply with solicitation requirements.

## **TECHNICAL PROPOSAL**

### **FACTOR 1 –EXPERIENCE & CAPABILITY**

- a. Prime Contractor/Key Subcontractor Example Projects Demonstrating Experience and Capability
- b. Prime Contractor/Key Subcontractor Corporate Resumes
- c. Key Personnel Qualification Resumes

### **FACTOR 2 – TECHNICAL AND MANAGEMENT APPROACH**

- a. Technical Narrative
- b. Management Approach
- c. Network Analysis Schedule

### **FACTOR 3 – PAST PERFORMANCE**

Prime Contractor/Key Sub-Contractor Past Performance



## FACTOR 4 – SOCIO-ECONOMIC CONSIDERATION

Factor 1 is weighted more than Factor 2. Factor 2 is weighted more than Factor 3. Factor 3 is weighted more than Factor 4. All non-price factors when combined are weighted more heavily than cost/price.

### 5.3 DETAILED SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL

a. The Offeror is required to propose a specific project team including key subcontractors for evaluation in response to this Request for Proposals. For purposes of this procurement, the terms “key subcontractors” are used to refer only to the prospective subcontractors whose qualifications, experience, and past performance will be evaluated by the Government as part of the source selection process. For reasons of efficiency, not all of the subcontractors are critical to successful post-award contract performance have been included in this group. In order to streamline the proposal submission and evaluation process, please limit your submission to the information specifically requested. Information pertaining to other subcontractors not designated as “key” by the Government will be considered excess and will not be evaluated.

b. For the purposes of this procurement, a key subcontractor is defined as any subcontractor performing “key” major work elements for which capability information is required to be submitted for evaluation as part of the Offeror’s technical proposal. The Government has designated the following major work elements as “key”:

- Traffic Control
- Utility Relocation
- Stormwater Pollution Prevention
- Asphalt Cutting and Paving

The prime contractor shall self-perform the cutoff wall effort. Although the cutoff wall is a major work element for this project it shall not be subcontracted and for the purposes of 5.3(b) is not identified as “key.”

c. For the purposes of this procurement, a key person is defined as any person proposed for a key position whose resume is submitted for evaluation as part of the Offeror’s technical proposal. The Government has designated the following positions as “key”:

- Construction Project Manager
- On-Site Project Superintendent
- On-Site CQC System Manager
- Cutoff Wall QC Engineer
- Slurry Cutoff Wall Specialist
- Slurry Cutoff Wall Excavation Equipment Operator
- Trench Quality Control Technician
- Trench logger

d. In accordance with this clause, any post-award changes to the key subcontractors in the accepted proposal will require contracting officer approval. Individuals and subcontractors proposed and personnel designated as “key personnel” in the contractor’s proposal are considered key to the successful performance of this contract. Once a contract is awarded, those individuals shall be utilized in the performance of this contract. This commitment shall not be changed without the specific written authorization of the Contracting Officer and then only if acceptable comparable personnel are substituted therefore. The Contractor shall submit in writing to the Contracting Officer the reasons for the substitutions and the qualifications for the persons or subcontractors. Provide the same level of detail on credentials and qualifications on the key personnel or subcontractors as was required by the solicitation. The key personnel or subcontractors which are proposed as substitutes must possess equal or greater qualifications than the individual or subcontractors accepted with the award of the contract at no additional cost to the Government. The Offeror’s attention is directed to the clause in Section 00 73 00 titled “Key Personnel and Subcontractors”.

e. Preface – Prime Contractor/Key Subcontractor Introduction.

(1). Provide a brief introduction narrative. Identify and provide the name, DUNS number, address, and a brief description of the role and authority of each firm that will be involved in performance of this contract at the prime contractor and key subcontractor level. If the proposed prime contractor is a Joint Venture or teaming arrangement (i.e. mentor protégé), describe the relationship, role, and authority (to include management authority) of each firm. (Note: If a proposed firm has branch offices, provide information for each individual branch office that will perform work under the contract with its own workforce.) List the major work elements to be self-performed by the offeror's in-house work force, the major work elements to be performed by each key subcontractor, and any other major work to be subcontracted to other contractors. The submission is limited to two pages.

**5.3.1: TAB 1 of the technical proposal - FACTOR 1: – EXPERIENCE AND CAPABILITY**

**1. General**

- a. The information provided under this tab will be used in conjunction with the evaluation of the experience and capability of the offeror and proposed key subcontractor(s). The resumes and example projects will provide the primary basis for the Government's evaluation of their qualifications and experience.
- b. The more similarities an example project has with the prospective contract, the more relevant it will be considered. Relevant is defined as projects similar in project type/scope, physical size, complexity, dollar value, contract type, and degree of subcontract/teaming. Generally speaking, the more relevant the experience is the more favorable the evaluation rating.
- c. The offeror shall provide all information requested below to demonstrate satisfactory completion of permanent vertical seepage cutoff wall construction projects of similar scope, size and complexity to that of the project characteristics listed below. Offerors must demonstrate experience as listed below. Multiple equipment set-ups or headings on any one project/contract will be considered as one construction project. The projects submitted shall demonstrate corporate experience and capability, not a specific individual's experience and capability. Example projects shall have been constructed within the last 10 years. The more recent the project (within the last 10 years) the more relevant it will be considered.

**Project Characteristics:**

Slurry supported trench using long-reach excavators or clamshell (conventional) using Slag-Cement-Cement-Bentonite.

- a. Conventional seepage cutoff wall application: Permanent vertical cutoff wall in an embankment or non-embankment application using slurry supported trench using long reach excavators or clamshell to form the vertical seepage barrier.
- b. Wall materials: Slag-Cement-Cement-Bentonite (SCCB)
- c. Minimum depth of cutoff wall: 40 feet
- d. Minimum surface area: 120,000 sq. ft.
- e. Minimum Wall thickness: 30-inches
- f. Maximum hydraulic conductivity: no value more pervious than  $5 \times 10^{-7}$  cm/sec
- g. Unconfined compressive strength; no value less than 30 psi and no value greater than 250 psi at 28 days

**2. Prime Contractor/Key Subcontractor Example Projects Demonstrating Experience and Capability.**

a. The offeror is required to submit an "example project" for each of the below capability areas that demonstrate the prime's and/or key subcontractor's experience and capability to successfully complete the example project. Multiple projects can demonstrate an experience and capability or an example project can demonstrate multiple experiences and capabilities. However, if an example project is being used for multiple experiences and capabilities, ensure sufficient information is provided to demonstrate and highlight those applicable experiences and capabilities. Each example project submitted does not need to demonstrate multiple experiences and capabilities; however, all the example projects should collectively demonstrate the required experience and capability.

The offeror must explain how the work performed by the proposed firm in the example project(s) is relevant to this project.

At least three (3) but no more than five (5) example projects demonstrating the prime contractor's experience and capabilities with the project characteristics as described at 5.3.1.1.c shall be submitted.

At least one (1) but no more than three (3) example projects demonstrating the experience and capability of the key subcontractors based on the portion of the overall effort they are being proposed to perform.

The offeror is required to submit the information detailed in the Project Information Form, shown in subsection 3, titled "Formatting and Other Restrictions" for each project submitted.

b. In addition, because the prime contractor will self-perform the cutoff wall effort, the following information shall be provided by the prime contractor for each of the projects submitted meeting the project characteristics as described at 5.3.1.1.c:

- Brief project description including but not limited to methodologies utilized, equipment utilized, site conditions, and subsurface conditions in which the seepage cutoff wall was constructed including ground water levels.
- Description of terrain in which the cutoff wall was constructed through (i.e. flat ground, an embankment). If the project was constructed through an embankment, describe what type of embankment (i.e. road, dike, levee, dam) and include an approximation of the embankment height and working area.
- Cutoff wall material mixing and placement descriptions shall include: Specific equipment used to mix the cutoff wall material, batching systems including automated data acquisition systems, and placement of the cutoff wall material including typical volumes placed per shift.
- Actions taken to insure wall continuity. Include aspects of set time and re-excavation of material or other methods taken to mitigate or prevent cold joints from occurring, if applicable.
- Copy of the actual pages(s) of the specification and plan documents that state: The type of seepage cutoff wall system(s); the cutoff wall material type(s); the required depth of treatment; the required area of treatment; minimum cutoff wall thickness; and QC/QA requirements.\*
- Copy of compiled mix design report including test results showing the mix proportions (including any additives used), unconfined compressive strength, hydraulic conductivity, marsh viscosity, density, temperature and pH of samples at various ages (3, 7, 14, and 28-day).\*
- Copy of compiled batch plant records showing the percentage by weight of each dry and wet constituent for each batch mixed at the batch plant. \*
- Copy of compiled test results for the entire project showing permeability results from in-situ tests, core samples, and/or wet bulk samples. Include a plot of permeability results versus station length of the cutoff wall. Provide description of how permeability is measured.\*
- Copy of compiled test results for the entire project showing unconfined compressive strength results from core samples and/or wet bulk samples. Include a plot of unconfined compressive strength results versus station length of the cutoff wall.\*

Provide point of contact information for the Engineer of Record or authorized project owner representative who can verify information submitted to meet the project characteristics as described at 5.3.1.1.c, and the QC results provided in the above bullet items.

c. Example projects submitted to demonstrate a firm's experience and capability must be relevant to the work that the firm will be performing under the prospective contract (e.g. If offeror is proposing contractor ABC to perform the electrical work, the submitted electrical experience and capability example project shall demonstrate contractor

ABC's electrical experience and capability). Offerors must explain how the work performed by the proposed firm in the example project is relevant to the proposed acquisition.

d. Do not submit construction projects that are not either complete or substantially complete. (For this purpose, "substantially complete" means that only punch list items remain for project acceptance or that the majority of the elements of the project have been turned over to the customer for beneficial occupancy.)

e. Projects that demonstrate the mobilization of multiple crews and equipment and/or the deployment of multiple headings will be considered advantageous.

f. Provide a Summary Matrix that indicates which submitted example project(s) demonstrates the experience(s) and capability(ies) of which firm (i.e. prime, subcontractor) will perform the capability area identified in paragraph "2.a." above.

**The following table is an example only. Offerors shall provide a table based on the example projects being submitted to demonstrate proposed and key subcontractor experience and capability.**

Capability	#1	#2	#3	#4	#5	#6
Prime Contractor	X	X	X			
Traffic Control Subcontractor		X		X		
Utility Relocation Subcontractor			X	X		
Stormwater Pollution Prevention Subcontractor	X				X	X
Asphalt Cutting and Paving Subcontractor					X	X

g. Projects considered "Confidential" in nature shall not be used to meet the experience requirement of this solicitation unless all of the information required for evaluation purposes as specified herein can be provided to the Government as part of the Offeror's technical submission. Offerors that include in their submission data that they do not want disclosed to the public for any purpose, must clearly mark the data in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

### 3. Formatting and Other Restrictions.

a. Start the information for each example project on a new page. The submission is limited to twenty (20) 8-1/2" x 11" or 11" x 17" double-sided pages, including graphics with each example project starting on a new page. Note for paragraphs with a "\*" following the text the page limitation does not apply.

b. Use the "Project Information Form" which follows for submitting the example projects. Use of an alternate format could result in a lower rating if all of the specified information is not provided and/or is more difficult to follow. (Note: Do not submit a group of related jobs as one project unless all of the work was done under the same contract, or for indefinite delivery contracts, under one task order.)

#### PROJECT INFORMATION FORM

- Example Project Number: Start with "1" for the first of all submitted projects and number consecutively.
- Name of Prime Contractor(s)/ Sub-contractor (s) that Project is Demonstrating Experience: Provide the name of the proposed firm(s) that this example project is demonstrating experience and capability.
- Contract Number and Awarded Prime Contractor Name: Provide contract number assigned by the procuring Contracting Office and the name of the Prime Contractor that was awarded the contract.
- Title and Location: Title and location of project or contract.

- e. Month and Year project Work Commenced and Month and Year Project was Completed.
- f. Project Owner: Project owner or user, such as a government agency or installation, an institution, or corporation or private individual.
- g. Point of Contact Name: Provide name of a person associated with the project owner or the organization that contracted for the construction, who is very familiar with the project and the firm's (or firms') performance.
- h. Point of Contact Telephone Number: Include area code and email address.
- i. Description of the Project: Provide contract type, dollar amount, physical size, and brief description of prime contracted effort. If the firm (prime/key sub-contractor) performed as a sub-contractor, describe the work effort pertaining to the subcontracted effort, not the prime contract requirement. For each firm (prime/key sub-contractor) that was involved on the example project, provide sufficient detail to establish the relevance to the current project to include (1) the performance period in month and year, (2) final dollar value, (3) physical size and (4) type and percentage of principal elements and special features of the work self-performed by that Prime Contractor's employees. See paragraph 1(a) above.
- j. Provide name of firm(s) (prime/key sub-contractor) and branch offices, if appropriate, that were involved in the example project, their roles, and their respective contract numbers.
- k. Description of key personnel: Indicate which of the offeror's proposed key personnel for the prospective contract were involved in the example project; indicate their roles and responsibilities.

#### 4. Evaluation Criteria.

Experience and capability in the following areas will be evaluated for relevancy (**similar project type/scope, physical size, complexity, dollar value, contract type, and degree of subcontract/teaming with the requirements of this acquisition**) and recency (as previously stated, the more recent the project within the last 10 years, the more relevant it will be considered):

- b. Prime Contractor's contractor/construction/project management experience and capability.
- c. Key Subcontractors' experience and capability.
- d. The Prime Contractor's technical experience and capability in constructing a project as identified in 5.3.1.1.c, and all supporting data will be evaluated for completeness relating to the specific information requested in the solicitation.
- e. The evaluation will consider the relevancy of the experience and capability in comparison to the scope of work in this solicitation.
- f. The capability of the Offeror will be evaluated based on the bullet points above in demonstrating adequate performance and consistency between the previous project's specified requirements and production methods, batching records, and testing results, as well as relevancy with the current project.
- g. The more the information submitted in response to the project characteristics identified in 5.3.1.1.c and bullets in 5.3.2.e reflects reliable and consistent production results in relation to the previous project specifications; the more favorable the rating.
- h. The more closely related and recent the experience and capability reflect the requirements of this solicitation, the higher the rating assigned. As such, offerors should clearly describe how the example project relates to this requirement.

- i. Demonstrations of experience and capability in the following areas will be considered advantageous. (A lack of any of the below items will not be considered unfavorable):
  - i. Prime contractor and Key Subcontractors' teaming experience on similar construction projects.
  - ii. Prior experience on Corps of Engineers construction projects.
  - iii. Prior experience on levee improvement construction projects.
  - iv. A higher percentage of relevant self-performance may result in a more favorable rating.
- j. Recent projects will be given greater consideration than projects which are not considered recent. Example projects completed before January 01, 2007 may be considered by the Government to be less recent. The more recent the project is, the greater the consideration.
- k. Prime contractor's prior subcontract/teaming experience on relevant example projects with key subcontractors proposed for this project is advantageous for evaluation purposes. If the prime contractor is a Joint Venture and is submitting prior work experience as the same Joint Venture on relevant example projects, it would be considered advantageous for evaluation purposes.
- l. Similar to the language stated in 5.3.1.1.d above, the Government realizes that the offeror may not be able to demonstrate relevant experience with all or most of the construction features of the current project on one example project; therefore, the Government will assess the team's experience based on the cumulative experience gained on relevant example projects. Generally, construction projects that are not substantially complete will be given less consideration than construction projects which are either complete or substantially complete; however, for very large contracts spanning several years, the Government will determine whether sufficient progress has been made for the team member to have gained creditable relevant experience.
- m. Failure of the offeror to demonstrate relevant experience for itself or for any proposed key subcontractor will result in an "Unacceptable" evaluation.

##### **5. Prime Contractor/Key Subcontractor Corporate Resumes.**

- a. The offeror is required to submit a corporate resume for itself and each of the proposed key subcontractors. If the offer is being submitted by a Joint Venture, submit a separate resume for each Joint Venture participant.
- b. The purpose of the corporate resume is to provide information that will substantiate that the prime and firm to which the work will be subcontracted has the resources necessary for successful performance in the area they are proposed to perform.
- c. In the event of a contractor that is part of a large, multi-segmented business concern, the information provided should directly pertain to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract with its own workforce. Information pertaining to the business concern in general or to other offices or locations of the firm which will not be self-performing work under the prospective contract with their in-house personnel or affiliates should not be submitted.
- d. A standard format for the corporate resume is not specified. However, the Government is interested in information such as the following:
  - Contractor name, office address, and telephone number for the office that will be performing work under the prospective contract.
  - Type of business organization; date organized; date and state of incorporation, if applicable.
  - Number of personnel on the present payroll in the following categories: partners, officers, other key, remainder.

- Number of permanent personnel on the present payroll.
- Equipment owned (relevant to the work to be performed).
- Total value of work in past six years exclusive of Joint Venture; Average annual gross income for the past six years.
- Largest job in past six years (contract amount, date completed, description, owner).
- Largest job ever completed (contract amount, date completed, description, owner).
- Type of work in which firm specializes
- How long the firm has been performing work similar to what they would be performing on the current acquisition.
- Relevant specialized experience.
- Relevant certifications, etc.

e. Formatting and Other Restrictions.

The submission for each contractor is limited to three 8-1/2" x 11" pages.

f. Evaluation Criteria.

The information provided in the prime contractor's corporate resumes will be evaluated to determine if the prime contractor has the resources necessary for successful performance. If there are proposed key subcontractors, the information provided in the subcontractors' corporate resumes will be evaluated to determine if the proposed subcontractors have the resources necessary for successful performance of the subcontracted work.

**6. Key Personnel Qualification Resumes**

1. General

a. The information provided under this tab will be used to evaluate the experience and capability of the offeror's key personnel. The resumes will provide the primary basis for the Government's evaluation of the offeror's key personnel

b. Submit a resume of the qualifications of the person proposed for each of the key positions identified by the Government. Submit the qualifications of only one person for each key position (e.g. do not submit alternates). Following are government identified key personnel for this project with minimum qualification criteria:

- i. Prime Contractor's Project Manager – The single point of contact and the person responsible for all construction operations. Must possess a minimum of five years relevant experience working as a Construction Project Manager on projects similar in scope, project type, physical size and complexity to this solicitation. This person may be located on-site or in the contractor home office. The projects listed in the resume of experience must clearly show at least 5 years of relevant construction project management experience and the duties that were performed as manager on those projects.
- ii. On-Site Project Superintendent – The person responsible for all on-site construction activity. This person must possess a minimum of five years experience as construction site project superintendent on construction projects with similar construction features as this project's, including, but not limited to: comparable scope, complexity and physical size completed, or substantially completed, in the last five years.

- iii. On-Site CQC System Manager – The person responsible for all on-site quality control. This person must possess a minimum of five years experience as a quality control manager on construction projects which use similar trades and construction technology as this project. See section 01 45 04 of the Specifications pertaining to additional minimum qualifications.
- iv. Cutoff Wall QC Engineer - The Cutoff Wall QC Engineer shall provide supervision and control of all QC aspects related to the SCCB seepage cutoff wall. Must possess a minimum of five years of relevant experience working as a Cutoff Wall QC Manager on projects of similar in scope, project type, physical size and complexity to this solicitation. The resume shall include at least two SCCB seepage cutoff projects demonstrating experience and capability of QC managing cutoff wall projects successfully similar to the project in this solicitation.
- v. Slurry Cutoff Wall Specialist – The single point of contact and the person responsible for construction operations related the seepage SCCB cutoff wall. They shall provide supervision and control of the composition, mixing, placing, and maintenance of the SCCB slurry. Must possess a minimum of five years of relevant experience working as a Slurry Cutoff Wall Specialist on projects of similar in scope, project, physical size and complexity to this solicitation. The Slurry Cutoff Wall Specialists shall have experience on at least two CB seepage cutoff projects demonstrating experience in, but not limited to:
  - a. Controlling composition, mixing, placing, testing, and maintaining the SCCB slurry.
  - b. Supervision of alignment, verticality, and depth of cutoff walls.
  - c. The mixing methods required to properly control mixing, properly mix, and place the SCCB slurry as required.
  - d. Trench excavation, slurry trench filling, and backfilling procedures.
  - e. A thorough knowledge of cutoff wall construction equipment and material testing required for slurry cutoff wall construction.
  - f. Show successful construction of at least two SCCB cutoff walls having similar access constraints and at a similar depth as this project. Project experience not in North America may be cited, however subject to approval based on verification.

The projects listed in the resume shall be similar to this solicitation including, but not limited: scope, size, complexity and dollar amount.

The Contractor shall have the slurry cutoff wall specialist on site at all times while the cutoff wall is being constructed, including during all batching, trenching, and slurry placement operations.

Cutoff Wall Excavation Equipment Operator – Each Cutoff Wall Excavation Equipment Operator shall have previous experience using similar cutoff wall excavation equipment to be used for this solicitation in a minimum of two successfully completed projects and minimum of five years of experience of similar or greater length and depth. The projects listed in the resume shall be similar to this solicitation including, but not limited to: comparable scope, complexity and physical size completed.

Trench Quality Control Technician – Working under the direction of the cutoff wall specialist the trench quality control technician will take required measurements of trench geometry, perform trench slurry sampling, and perform trench soundings.

Trench Logger – The trench logger will have responsibility for logging the description and classification of the material excavated from the slurry trench. The Trench Logger shall be a geologist, geotechnical engineer, or civil engineer registered in the State of California with a minimum of two successfully completed projects and a minimum of five years of experience using ASTM D 2488. The projects listed in the resume shall be similar to this solicitation including, but not limited: comparable scope, complexity and physical size completed.



c. Submit the qualifications of the person proposed for each of the key personnel positions identified by the Government. Submit the qualifications of only one person for each key position (e.g., do not submit alternates). If the same person is being proposed for more than one key position (where allowed), submit appropriate qualification for that person for each proposed position.

d. The qualifications must clearly substantiate with data that can be verified that the proposed person currently meets any minimum qualification criteria for the key position. As a minimum the resume shall include project title and location, awarded prime contractor name, project owner and owner's point of contact name and phone number, dates of work interval experience, and description of work performed and project feature. Mere statements of compliance will not suffice. For example, if there is a minimum experience requirement, provide specific, detailed employment data. Additional documentation such as certificates, certifications, and licenses must be valid (e.g., not expired) at the time of offer submission. Documentation substantiating that the person meets the minimum qualification criteria should also be attached. Such documentation is excluded from the page limitation.

e. The Government is especially interested in the experience of the proposed key personnel **in the same capacity** on relevant projects, as demonstrated by the example projects on their resumes. The greater the similarities between the example project and the prospective contract, the more relevant the example project will be considered. The greater the number of relevant experience years, the more favorable the rating

f. Formatting and Other Restrictions.

- i. Begin each key person qualifications on a new page. The submission is limited to five 8-1/2" x 11" double-sided pages per qualification, excluding attachments (e.g., documentation that is attached to substantiate that a person meets the minimum qualification criteria for the position does not count towards the 5 page limitation).

- ii. Qualification format shall provide sufficient details/data that can verify the proposed person meets minimum qualification criteria for the key position.
- iii. Qualifications shall include the following information:
  - a. Total cumulative years of experience in the proposed position to include the following for each example provided to substantiate experience.
    - i. (i). Project Title and Location (City and State)
    - ii. (ii). Customer/Project Owner
    - iii. (iii). Firm that Proposed Person was Employed by When Work was Performed
    - iv. (iv). Dates Proposed Person Worked on this Project: Month/Year to Month/Year
    - v. (v). Proposed Person's Specific Position/Role/Title, Duties, Responsibilities, and Authority Held
    - vi. (vi). Brief Project Description (scope, physical size, price, etc.)
    - vii. (vii). Specialized Experience Gained from the Example Project that is Relevant to the Prospective Contract
  - b. Provide the following information as to current employment:
    - i. (i). Name, city and state of the firm where the person currently works
    - ii. (ii). Name, city and state of the firm where the person will work under the prospective contract
    - iii. (iii). Primary work site under the prospective contract

g. Evaluation Criteria

- i. Where the solicitation establishes minimum qualification criteria for a key position, the Government will evaluate the experience and capability (to include any attachments thereto) of the proposed person to determine that the minimum qualifications have been met. Failure to clearly substantiate that the minimum requirements have already been met by the proposed person will adversely impact the rating.
- ii. The Government will evaluate the offeror's key personnel relevant experience. The more recent, and the greater the extent and relevance of the key personnel's qualifications, experience, and active registrations; will result in a more favorable rating. Key personnel with previous experience in the same capacity on prior relevant completed or substantially completed project(s) are advantageous for evaluation purposes. (Note: Projects with overlapping timeframes will not have cumulative time assigned to more than one project. (e.g. Project A: January 2010 through September 2010, equals 9 months. Project B: July 2010 through December 2010, equals 3 months. Cumulative total experience will be 12 months, NOT 15 months.)) Generally, projects that are not substantially complete will be given less consideration than projects which are either complete or substantially complete; however, for very large contracts spanning several years, the Government will determine whether sufficient progress has been made for the key personnel to have gained creditable relevant experience.
- iii. Demonstrating experience with the use of RMS/QCS per section 01 45 00.10 of the Specifications, will be considered advantageous. A lack of experience with the use of RMS/QCS will not be considered unfavorable.

**5.3.2: TAB 2 of the technical proposal - FACTOR 2: – TECHNICAL AND MANAGEMENT APPROACH**

Factor 2 (Technical and management approach) is composed of three elements – technical approach, management approach and a network analysis schedule.

**1. TECHNICAL NARRATIVE**

- a. The approach must be in sufficient detail to clearly demonstrate (1) the offeror's understanding of the principal components of work described in the project specifications and drawings and (2) the offeror's understanding of

the site and other conditions that could impact schedule. (3) the offeror's perceived performance and cost risks and a plan to mitigate those risks. The narrative should contain sufficient information to allow the Government to perform a basic analysis of the proposed approach.

- b. Describe in general terms how the offeror will approach the construction of the Seepage Cutoff Walls. The Government is interested in information such as: 1) Construction Approach (Sample Mix Design Plan and Cutoff Wall Implementation Plan), 2) Equipment, 3) Quality Control, 4) Emergency Plan, 5) how the offeror would mobilize a second set of equipment and crews if it was necessary to deploy a second heading.
- c. Describe any significant problems or major difficulties anticipated in performing or accomplishing the work, challenges associated with this project, and offeror's plan for avoiding problems and mitigating difficulties which could adversely impact project schedule. If no problems and difficulties are anticipated, state so and why.
- d. Construction Approach: The offeror should present methodologies intended to construct permanent vertical seepage cutoff walls through existing levee embankments and native soils consisting of clays, silts, sands, and gravels while ensuring embankment stability during construction. The approach should include methodologies to construct permanent vertical seepage cutoff walls to approximately 45 feet in depth, using a slag-cement-cement-bentonite material combination. The construction approach should also include general methodologies regarding installation of cutoff walls around relatively shallow utilities, utility relocations, and across roadways requiring traffic control.
- e. Sample Mix Design Plan: Offeror to submit sample mix design based on current specification requirements. The plan shall summarize the procedures of the preconstruction SCCB slurry trial mix design. The plan shall include a description of materials (including additives), mix proportions (slag cement, cement, bentonite, water, and additives), and test procedures in the proposed SCCB trial mixes.
- f. Cutoff Wall Implementation Plan: Offeror to submit a sample implementation plan describing the construction schedule, sequence of operations, equipment data, and quality control program details. Describe the general work sequence and layout of operations, work hours, and number of headings. Include scale drawings that depict SCCB slurry preparation and storage areas in the layout of operations. Describe Contractor equipment, delivery and mixing equipment, slurry storage equipment, depth measurement equipment, method of trench excavation, disposal of excavated material, bottom cleaning, SCCB slurry preparation and placement, and site clean-up. Describe the quality control program including quality control equipment; testing and sampling equipment; procedures to obtain backfill bulk samples of SCCB backfill material; complete details, drawings, and operation of the bulk sampler to be used for sampling slurry at depth in the trench; all required test procedures; the laboratory proposed for use; sample preparation (including molding, curing and testing); sample storage; sample documentation; and the method of transporting samples to the laboratory.
- g. Equipment: Provide a complete list of all equipment specifically related to the methodology proposed for emplacement of the permanent vertical seepage cutoff wall. This should include, but is not limited to, batch plant components, rigs, and other support equipment. For each piece of equipment, provide the following information:
  - i. photograph,
  - ii. performance data
  - iii. last time equipment was used on a production basis
  - iv. age of equipment
  - v. quantity of available equipment
  - vi. equipment geometry including range of dimensions, weights, and minimum clearance requirements (i.e. horizontal and vertical)
- h. Quality Control: The offerer should provide a Quality Control Plan demonstrating the methods that are anticipated to be used to ensure compliance with the contract parameters in accordance with the construction method proposed. This should include procedures and equipment for measuring seepage cutoff wall depth, width, hydraulic conductivity, and strength. The procedures should include both laboratory and in-situ sampling

and testing methods. The Quality Control Plan should include remediation methods repairing portions of seepage cutoff wall determined to not meet performance requirements. The Quality Control Plan should include testing procedures for monitoring and maintaining excavation stability and ensuring embankment integrity.

- i. **Emergency Plan:** The offerer should provide an emergency plan to repair and reconstruct the levee embankment should distress occur to the levee embankment, during construction of the seepage cutoff wall, associated with slope instability, slurry loss/escape, trench instability, or hydraulic fracture.
- j. **Formatting and Other restrictions:** The narrative submission for technical narrative is limited to twenty-five (25) 8-1/2" x 11", double-sided pages.
- k. **Evaluation Criteria:** The Government will evaluate the offeror's technical narrative to the extent that it successfully addresses those items mentioned above, in Section 5.3.2.1. The detail, logic, realism and achievability of the technical approach will be evaluated. The more detailed, logical, realistic or achievable the technical approach is the more favorable the rating. Furthermore, offerors clearly demonstrating their understanding of the principal components of work described in the project specifications and drawings, site and other conditions that could impact the schedule; and offer a clear approach to the successful construction of the seepage cutoff wall within the period of performance stated herein will be evaluated. The greater the proposal demonstrates those items identified 5.3.2.1 and lowers the risk of unsuccessful performance, the greater the rating.

## **2. MANAGEMENT APPROACH**

### **a. Brief introduction narrative and Management Plan.**

- i. **Narrative:** Identify and provide the name, DUNS number, street address, and a brief description of the role and authority of each firm that will be involved in performance of this contract at the prime contractor and key subcontractor level. If the proposed prime contractor is a Joint Venture or ascribes to another relevant teaming arrangement (e.g., mentor protégé), describe the relationship, role, and authority (to include management authority) of each firm. Note: If a proposed firm has branch offices, provide information for each individual branch office that will perform work under the contract with its own workforce.) List the major work elements to be self-performed by the Offeror's in-house work force, the major work elements to be performed by each key subcontractor, and any other major work (e.g. including but not limited to utility relocations, roadway closures, etc.) to be subcontracted to other contractors.
- ii. **Management Plan:** The offeror shall discuss their approach for managing and controlling multiple subcontractors in a restricted site, handling security requirements, maintaining a safe work environment, controlling and handling quality control issues, replacing personnel and resolving problems and ultimately ensuring that the customer is well served and provided the very best effort. The offeror shall identify and describe potential challenges associated with the successful performance of this project and the managerial plan to mitigate those risks. The offeror shall describe their processes for change management.
- iii. **Formatting and Other restrictions:** The narrative submission for brief introduction narrative and management plan is limited to twenty-five (25) 8-1/2" x 11", double-sided pages.
- iv. **Evaluation Criteria:** The Government will evaluate the offeror's management approach to the extent that it successfully addresses those items mentioned above, in Section 5.3.2.2. The detail, logic, realism and achievability of the technical approach will be evaluated. The more detailed, logical, realistic or achievable the technical approach is the more favorable the rating. Furthermore, offerors clearly demonstrating the ability to effectively manage the subcontractors on the team, ability to coordinate all of the work throughout all construction phases, understanding of the phasing of the work, the planned approach to accomplish the project's scope, and understand of the roles and planned interaction between the various contractor personnel involved. The greater the proposal demonstrates those items identified

5.3.2.2 and lowers the risk of unsuccessful performance, the greater the rating.

**b. Organizational Chart.** Provide a chart that graphically depicts the offeror's proposed project team consisting of the key subcontractors and key personnel. Include by name the proposed firms to perform the construction efforts associated with this project. Indicate lines of authority using a separate depiction (either color, solid, etc. lines). The organizational chart shall also identify the line of authority within the organization, authority of key personnel, and authority between all proposed team subcontractors and the prime. Joint ventures and any other teaming arrangements shall provide additional information regarding any limits of responsibility of the parties. The lines of responsibility for each organization and identification of the firm each employee in the organizational chart belongs to is also required for joint venture and other teaming arrangement offerors. Offerors shall provide their proposed organizational chart **identifying individuals** to be assigned to key personnel positions and all proposed team subcontractors.

Offeror shall commit to utilizing the following key personnel on the project. If several alternate personnel would be required, provide resumes for these employees of the Contractor. Alternate personnel qualifications shall meet the requirements for the primary key personnel. The primary or alternative key personnel shall be committed by the Contractor for the duration of the project, at the project site, unless written release is obtained from the Contracting Officer. The key positions are identified in paragraph 5.3.c. above:

- i. Formatting and Other Restrictions: The organizational chart submission is limited to one (1) 8-1/2" x 11" or 11" x 17", double-sided page.
- ii. Evaluation Criteria: The organization chart will be evaluated on the definitions and appropriateness of the proposed lines of authority, responsibility, communications and the ability and authority for key onsite personnel to make decisions in a timely manner and risk. Evidence of previous teaming between the Joint Venture partners and/or key subcontractors may result in a more favorable rating.

### 3. NETWORK ANALYSIS SCHEDULE

#### 1. General

a. The project schedule that is required is a preliminary schedule for pre-award evaluation purposes to demonstrate the understanding of the contract requirement, associated challenges and the logic associated with the required activities.

#### 2. Project Schedule:

a. Technical proposal shall include a Network Analysis System project schedule (NAS) for this project using the Critical Path Method (CPM) and Precedence Method (PDM). The schedule shall demonstrate construction sequencing, including road closures using activities, milestones, activity starts and finishes, durations, activity relationships, and a schedule from construction start to end of construction. Construction shall begin according to the timeframes reflected in FAR 52.211-10 Commencement Prosecution and Completion of Work. NAS shall include a network diagram which will display the order and interdependence of activities and the sequence in which the work is to be accomplished. The computer software utilized to prepare the schedule must meet the activity coding structure defined in the Standard Data Exchange Format (SDEF) in Engineering Regulation (ER) 1-1-11, Progress, Schedules, and Network Analysis Systems.

b. The offeror shall develop a proposed construction schedule (i.e., GANTT (NOT a Pert Chart)), broken down to the "Feature of Work" level, that graphically illustrates the proposed integration, scheduling, and phasing of the major features on the critical and near-critical path for this project, including final close-out. The importance of the construction schedule is highlighted by certain critical project factors: obtaining all necessary approvals on schedule and pre-work plans, project climate, weather sensitive work, and phasing constraints. The proposed schedule should also consider weather delays as part of construction and be labeled such. The proposed schedule shall indicate the starting and completion times of all major elements of work beginning with the notice to proceed. The Government will exercise all options in the timeframe specified in the solicitation. The schedule shall indicate sequences proposed to accomplish each work element and appropriate interdependencies between various work elements, identify long lead items, address proper sequencing of submittals to include review time by Government personnel and submittal corrections. The schedule shall be as realistic as possible, demonstrating the offeror's ability to

propose a schedule that identifies all major elements of work for this project, meets the Government's requirements, and is obtainable. For the purposes of the proposal submittal, assume a Notice to Proceed (NTP) date of 1 April 2017.

c. The schedule is to include activities on the near critical and critical paths, including but not limited to the following:

- NTP
- Construction activities broken down to the "Feature of Work" level
- Adverse weather per section 01 00 00
- Contractor Punch-out Inspection items
- Pre-final Inspection
- Correction of pre-final inspection items
- Final Inspection
- Correction of Final Inspection items.
- Close-out documents
- Project Complete

d. The offeror should include a narrative identifying challenges in meeting the schedule and mitigation techniques. Identify in the schedule any opportunities for streamlining the schedule.

e. The project schedule must not exceed the contract performance period. The offeror may propose a completion period of lesser duration, SUBJECT TO THE FOLLOWING CONDITIONS:

- i. If an offer is accepted which proposed a shorter performance period than that required by the Government, the proposed shortened performance period will be incorporated into and will become a binding part of the resultant contract. Additionally, any assessment of liquidated damages will be based on the shortened performance period accepted by the Government.

- ii. The below compliance statement completed by the offeror and duly executed with an original signature by an official authorized to bind the company must be included in the technical proposal under this tab. Failure to include this signed statement may render an offer which proposes a completion period of lesser duration ineligible for contract award.
- f. Formatting and Other Restrictions:
  - i. There is not a page limitation for this submission; however, pages must not exceed 11" x 17" in size. Ensure the font size is legible so each activity and its duration can be read.
  - ii. Number line items on the project schedule for easy reference.
  - iii. If the offeror is proposing a shortened performance period, the technical proposal must also include the offeror's statement of compliance with 10 U.S.C. 2858 using the following format:

#### OFFEROR'S STATEMENT OF COMPLIANCE WITH 10 U.S.C. 2858

[Insert name of the offeror] hereby proposes that the period of performance for all construction is \_\_\_\_\_ calendar days from Notice to Proceed, inclusive of Government review periods and Government phasing requirements specified.

[Insert name of the offeror] hereby states that the offer of this performance period is at no additional cost to the Government over the performance period specified on the SF 1442. Specifically, the shortened performance period will not be achieved by the use of overtime, multiple shifts, or additional personnel nor does it include expedited materials handling/shipping costs.

I understand that making a false, fictitious, or fraudulent statement may subject me to prosecution under Title 18, United States Code, Section 1001.

#### SIGNATURE OF COMPANY OFFICIAL

(End of Compliance Statement)

- g. Evaluation Criteria.
  - i. The Government will evaluate the thoroughness and logic of each construction activity within the proposed project schedule to determine the extent to which it demonstrates the offeror's ability to schedule, integrate, and phase the major features on the critical and near-critical path, including final close-out activities. The Government will also evaluate whether the construction schedule is highlighted by critical project factors: obtaining all necessary approvals on schedule and pre-work plans, project climate, weather sensitive work, and phasing constraints. As part of its evaluation, the Government will assess whether the Offeror's approach to the scheduling/phasing of these major activities includes the starting and completion times of all major elements of work beginning with the notice to proceed to completion of all options and indicates sequences proposed to accomplish each work element and appropriate interdependencies between various work elements, identify long lead items, address proper sequencing of submittals to include review time by Government personnel and submittal corrections. The Government will also consider whether the Offeror's schedule is realistic and demonstrates a schedule that identifies all major elements of work for this project, meets the Government's requirements, and is obtainable.
  - ii. Offerors may receive an enhanced technical rating for proposing a schedule which offers early project completion and turnover, provided that (i) the period of time by which the schedule has been shortened is meaningful; and (ii) the shortened schedule appears reasonable, realistic, and achievable without the use of overtime, multiple shifts, additional personnel or expedited materials handling/shipping costs.
  - iii. The contracting officer may approve an expedited completion date only if no additional costs are involved. For the purposes of this solicitation, if an offeror proposed a shorter schedule than that required by the Government, and did not submit the lowest priced offer, the price premium will be presumed to be

attributable to the shortened schedule, unless the offeror has clearly stated in the offer that no price premiums were included in the offer that are directly attributable to the shortened schedule.

- iv. If the offeror proposed a shorter schedule and failed to complete the statement that the offer included no additional costs attributable to the shortened schedule, the Government may determine that the offer is ineligible for award. The Government is under no obligation to open discussions with the offeror pertaining to the shortened schedule; nor is the Government obligated to request or obtain Secretarial level approval to expedite the contract completion date.



### 5.3.3: Tab 3 of the Technical Proposal - FACTOR 3: PAST PERFORMANCE

#### Prime Contractor/Key Sub-Contractor Past Performance

##### 1. General.

- A. The information provided under this tab will be an evaluation of the relevant past performance record of the offeror and proposed key sub-contractors. Information other than that supplied by the offeror under this tab may be utilized by the Government in its evaluation of past performance.
- B. The more similar an example project is with the prospective contract, the greater the degree of relevancy.

##### 2. Prime Contractor/Key Sub-Contractor Past Performance.

- A. Offerors are to provide past performance evaluation information on the example projects submitted under the Experience and Capability factor (e.g. Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Contractor Performance Assessment Reports (CPARS) Construction Contractor Appraisal Support System (CCASS), questionnaire, similar performance evaluation, or other performance evaluations completed previously).
- B. The Past Performance Questionnaire included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, *"Experience and Capability."* Offerors shall ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires (PPQ) shall be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Greg Treible via email at [Greg.L.Treible@usace.army.mil](mailto:Greg.L.Treible@usace.army.mil) prior to proposal closing date. **Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.** However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.
- C. Include performance recognition documents for the example projects, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. It is preferred that performance recognition documents be provided for the example projects; performance recognition documents from other than example projects will be considered not as relevant.
- D. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Prime Contractor Performance Assessment Reporting system (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.
- E. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.
- F. Provide the following additional information for each of the example projects submitted under

the Experience and Capability factor.

- i. Compliance with Socio-Economic Requirements: (only applies to contract awarded by a federal agency.)
  - a. Address the Prime Contractor's compliance with the requirements of FAR 52.219-8, currently titled "Utilization of Small Business Concerns" by listing the percentage participated by each small business concern category.
  - b. If the contract included a small business subcontracting plan, address compliance with FAR 52.219-9, currently titled "Small Business Subcontracting Plan" either (i) by listing the subcontracting plan goals for each small business category and the percentages that were actually achieved by small business category OR (ii) by attaching the eSRS Individual Subcontracting Report (ISR), for the contract.
- ii. Safety Record: Detailed information pertaining to reportable injuries with lost workdays or fatalities on this project. For contracts with reportable injuries (lost workdays or fatalities), also include the total number of hours worked under the contract. Provide frequency rate.
- iii. Performance Problems: Describe any performance problems on this project about which a customer may make adverse remarks. Describe actions taken to correct any performance shortcomings. Describe any pending, on-going, or completed litigation. If no performance problems, provide a statement to this effect.
- iv. Regulatory Issues: Describe any regulatory issue that affected the project and the resolution.

### 3. Formatting and Other Restrictions.

Start the information for each example project on a new page. There is not a page limitation for this submission.

#### A. Sample project Past Performance Questionnaire:

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)				
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)				
<b>1. Contractor Information</b>				
Firm Name:		CAGE Code:		
Address:		DUNs Number:		
Phone Number:				
Email Address:				
Point of Contact:		Contact Phone Number:		
<b>2. Work Performed as:</b>	Prime Contractor	Sub Contractor	Joint Venture	Other (Explain)
Percent of project work performed:				
If subcontractor, who was the prime (Name/Phone #):				

<b>3. Contract Information</b> Contract Number: Delivery/Task Order Number (if applicable): Contract Type:            Firm Fixed Price            Cost Reimbursement            Other (Please specify): Contract Title: Contract Location:  Award Date (mm/dd/yy): Contract Completion Date (mm/dd/yy): Actual Completion Date (mm/dd/yy): Explain Differences:  Original Contract Price (Award Amount): Final Contract Price ( <i>to include all modifications, if applicable</i> ): Explain Differences:
<b>4. Project Description:</b> Complexity of Work    High            Med            Routine How is this project relevant to project of submission? ( <i>Please provide details such as similar equipment, requirements, conditions, etc.</i> )
<b>CLIENT INFORMATION (Client to complete Blocks 5-8)</b>
<b>5. Client Information</b> Name: Title: Phone Number: Email Address:
<b>6. Describe the client's role in the project:</b>
<b>7. Date Questionnaire was completed (mm/dd/yy):</b>
<b>8. Client's Signature:</b>

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.

<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an <u>unsatisfactory rating</u> .
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E    VG    S    M    U    N
b) Ability to meet quality standards specified for technical performance	E    VG    S    M    U    N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E    VG    S    M    U    N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E    VG    S    M    U    N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E    VG    S    M    U    N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E    VG    S    M    U    N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	E    VG    S    M    U    N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E    VG    S    M    U    N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E    VG    S    M    U    N
d) Overall customer satisfaction	E    VG    S    M    U    N
<b>4. MANAGEMENT/PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E    VG    S    M    U    N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E    VG    S    M    U    N
c) Government Property Control	E    VG    S    M    U    N
d) Knowledge/expertise demonstrated by contractor personnel	E    VG    S    M    U    N
e) Utilization of Small Business concerns	E    VG    S    M    U    N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E    VG    S    M    U    N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E    VG    S    M    U    N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E    VG    S    M    U    N
<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E    VG    S    M    U    N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E    VG    S    M    U    N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports,	E    VG    S    M    U    N

compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

**Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):**

#### G. Additional Past Performance Information Requirements

i) Safety Record: Contractor shall submit detailed information pertaining to reportable injuries with lost workdays or fatalities. For contracts with reportable injuries (lost workdays or fatalities) also include the total number of hours worked under the contract. Provide frequency rate.

ii) Performance Problems: Describe any performance problems on previous contracts and the actions taken to remedy performance shortcomings. Contractor shall identify and describe any pending, on going or completed litigation.

iii) Regulatory Issues: Describe any regulatory issues that affected previous contracts and how the issues were resolved.

#### a. Formatting and Other Restrictions.

This submission is limited to twenty (20) 8-1/2"x11" double-sided pages.

#### 4. Evaluation Criteria.

(1) The Government will evaluate past performance information to assess the level of performance confidence associated with the offeror's likelihood of success in performing the requirements stated in the solicitation and determine the quality and usefulness as it applies to performance confidence assessment. The recency and relevancy

of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. The common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

(2) This confidence assessment of past performance information is separate from the responsibility determination required under FAR Subpart 9.1.

(3) Past Performance relevancy ratings (reference 2.7. GENERAL TECHNICAL EVALUATION CRITERIA Past Performance Relevancy Ratings Table) will be used on submitted projects.

(4) For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and key subcontractor(s). The past performance record of each firm in the business arrangement may be evaluated by the Government.

(5) The evaluation may take into consideration the offeror's quality; Schedule/Timeliness of Performance; Customer Satisfaction; Management/Personnel/Labor; Cost/Financial Management; and Safety/Security.

(6) Relevant performance recognition documents received within the last 2 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition may result in a more favorable rating.

(7) In the case of an offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the offeror will not be evaluated favorably or unfavorably on past performance. For the purpose of this procurement, an "Unknown Confidence" rating is considered to be a neutral rating that is neither favorable nor unfavorable.

(8) The additional past performance requirements will be evaluated for risk and risk mitigation. The more unresolved reportable injuries (i.e., lost workdays and/or fatalities) the greater the risk to the Government which will adversely impact the performance confidence assessment. The more unresolved performance issues the greater the risk to the Government which will adversely impact the performance confidence assessment. The more unresolved regulatory issues that adversely impacted the contract the greater the risk to the Government which will adversely impact the past performance rating.

#### **5.3.4 Tab 4 of the Technical Proposal: Factor 4 – Socio-Economic Consideration.**

1. All offerors (both large and small businesses) will be evaluated on the level of proposed participation of U.S. small businesses in the performance of acquisition (as small business prime offerors or small business subcontractors) relative to the objectives and goals established herein. The government will evaluate:

- a. The extent to which such firms, as defined in FAR [Part 19](#), are specifically identified in proposals;
- b. The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones);
- c. Identification of the complexity and variety of the work small firms are to perform;
- d. The extent of participation of small business prime offerors and small business subcontractors in terms of the percentage of the value of the total acquisition; or alternatively may consider the percentage of 'planned subcontracting' dollars.
- e. The extent to which the offeror meets or exceeds the goals: Goals for this procurement are -- Small Business: *{22%}* of the total contract value; Small Disadvantaged Business (SDB): *{6%}* of the total contract value; Woman-Owned Small Business (WOSB): *{8%}*

of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: **{4%}** of the total contract value; Veteran Owned Small Business (VOSB): **{3%}** of the total contract value; Service Disabled Veteran Owned Small Business (SDVOSB): **{2%}** of the total contract value. Historically Black Colleges and Universities and Minority Institutions (HBCU/MI) **{0%}** (**Note**, for example, that a participation plan that reflects **{1%}** of the contract value for WOSB would also count towards the overall Small Business Goal; and percentages for SDVOSB also count towards VOSB).

b. Formatting and Other Restrictions

**Small Business Participation Proposal (Sample Format)**

All Offerors (**both large and small businesses**) are required to complete a Small Business Participation Proposal. Offerors should propose the level of participation of small businesses (as a small business prime and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

(a) Check the applicable size and categories for the **PRIME** offeror only -- Check all applicable boxes:

- ☐ Large Prime  
☐ Historically Black Colleges or Universities and Minority Institutions (HBCU)

or

- ☐ Small Business Prime; also categorized as a  
☐ Small Disadvantaged Business (SDB)  
☐ Woman-Owned Small Business (WOSB)  
☐ Historically Underutilized Zone (HUB Zone) Small Business  
☐ Veteran Owned Small Business (VOSB)  
☐ Service Disabled Veteran Owned Small Business (SDVOSB)

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors):

**Example:** If Prime proposes a price of \$1,000,000 (including all options), and small business(es) will provide \$250,000 in services/supplies as a prime or subcontractor, the % planned for small businesses is 25%; and 75% for large business equaling 100%.

Total Percentage planned for Large Business(es) \_\_\_\_\_ % = \$ \_\_\_\_\_

Total Percentage planned for Small Business(es) \_\_\_\_\_ % = \$ \_\_\_\_\_

100%

**When combined, Large and Small Business**

(c) Please indicate the total percentage of participation to be performed by each type of subcategory small business. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

**Example:** Victory Prop Mgt (WOSB and SDVOSB) performing 2%; and Williams Group (SDB, HubZ and WOSB) performing 3%. Results equate to: SDB 3%; HubZone 3%; WOSB 5%; SDVOSB 2%; VOSB 2%;. SDVOSBs are also VOSBs automatically; however VOSBs are not automatically SDVOSBs.

Small Disadvantaged Business \_\_\_\_\_ %  
 HUB Zone Small Business \_\_\_\_\_ %



Woman Owned Small Business	_____ %
Service Disabled Veteran Owned SB	_____ %
Veteran Owned Small Business	_____ %
HBCU/MI	_____ %

**(d) List principle supplies/services to be performed by Small Businesses:**

Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify.

Name of Company	Identify Type of Service/Supply
-----------------	---------------------------------

Small Business (SB):

_____	_____
_____	_____
_____	_____

Small Disadvantaged Business (SDB):

_____	_____
_____	_____
_____	_____

Women-Owned Small Business (WOSB):

_____	_____
_____	_____
_____	_____

Historically Underutilized Business Zone (HUB Zone):

_____	_____
_____	_____
_____	_____

Veteran Owned Small Business (VOSB):

_____	_____
_____	_____
_____	_____

Service Disabled Veteran Owned Small Business (SDVO):


Historically Black Colleges and Universities and Minority Institutions (HBCU/MI):


(e) Describe the extent of commitment to use small businesses (for example, what types of commitments if any are in place for this specific acquisition either – small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-protégé, etc.)


**Additional Important Note for Other Than U.S. Small Businesses ONLY.**

**Small Business Subcontracting Plan is Required ([FAR 52.219-9](#))**

**Separate from Small Business Participation Plan, other than U.S. Small Business offerors must also submit a subcontracting plan** meeting the requirements of [FAR 52.219-9](#) and [DFARS 252.219-7003](#) (or [DFARS 252.219-7004](#) if the offeror has a comprehensive subcontracting plan). Other than U.S. Small Businesses must submit acceptable subcontracting plans to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation Plan.

**Evaluation Criteria.**

The proposal will be evaluated to the extent it meets the Government's subcontracting goals as stated in the solicitation and/or the reasonableness of offeror's explanation what said goal(s) cannot be met. Exceeding government subcontracting goals may result in higher ratings (proportional to the amount exceeding the goal). Items that increase the likelihood of meeting socioeconomic goals, such as identifying specific subcontractors or enforceable commitments (this list is not exhaustive) may result in higher ratings (proportional to the amount of risk reduced). However, failing to at least meet all of the subcontracting goals may limit the offeror from receiving higher than an "acceptable" rating.

The Government will use the following ratings in evaluating the socioeconomic factor:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small

		business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

## Section 00 45 00 - Representations and Certifications

## CLAUSES INCORPORATED BY REFERENCE

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.223-4	Recovered Material Certification	MAY 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( \_\_\_\_ ) is a women-owned business concern.

(End of provision)

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$36.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding

individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic



corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [ ☐ ] is, [ ☐ ] is not an inverted domestic corporation; and

(2) It [ ☐ ] is, [ ☐ ] is not a subsidiary of an inverted domestic corporation.

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990**.

(2) The small business size standard is **\$36.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**CLAUSES INCORPORATED BY FULL TEXT**

## 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)



## Section 00 70 00 - Conditions of the Contract

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.210-1	Market Research	APR 2011
52.211-10 Alt I	Commencement, Prosecution, and Completion of Work (Apr 1984) - Alternate I	APR 1984
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-00014)	OCT 2015
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	OCT 2001
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (Deviation 2013-00014) - Alternate II	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014

52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991

52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-16 Alt I	Quantity Surveys (Apr 1984) - Alternate I	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7001	Release Of Past Infringement	AUG 1984
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7033	Rights in Shop Drawings	APR 1966

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

### 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and

compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument

intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

#### 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<http://www.dodig.mil/>

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Contracting Officer** and shall not be binding until so approved.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **ten (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **the number of calendar days identified on the Standard Form 1442, Block 11**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$3,074** for each calendar day of delay until the work is completed or accepted. If the Contractor's road closure exceeds the Environmental Impact Statement's approved six-month duration, the Contractor shall pay liquidated damages to the Government in the amount of \$60,000 to go through the process of developing a Supplemental Environmental Assessment.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.



(End of clause)

#### 52.211-5001 VARIATIONS IN ESTIMATED QUANTITIES, SUBDIVIDED ITEMS

(MAR 1995)--UAI

This variation in estimated quantities clause is applicable only to Items Nos. **02.02 – 02.03; 02.05 – 02.17; 02.20 – 02.22; 02.24 – 02.26; 02.29 – 02.30; 11.11 – 11.15; and 11.19.**

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. **02.02 – 02.03; 02.05 – 02.17; 02.20 – 02.22; 02.24 – 02.26; 02.29 – 02.30; 11.11 – 11.15; and 11.19** is less than 85% of the quantity of the first sub-item listed under such item, the contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. **02.02 – 02.03; 02.05 – 02.17; 02.20 – 02.22; 02.24 – 02.26; 02.29 – 02.30; 11.11 – 11.15; and 11.19** exceeds 115% or is less than 85% of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. **02.02 – 02.03; 02.05 – 02.17; 02.20 – 02.22; 02.24 – 02.26; 02.29 – 02.30; 11.11 – 11.15; and 11.19** exceeds 115% or is less than 85% of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

(End of clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within CLIN 1001 and CLIN 1002 – any time during contract performance, CLIN 1003, 1004, and 1006 – 120 days after date of contract, and CLIN 1005 – 180 days after date of contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code **237990**- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

**52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
16.1%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **California, Sacramento County, City of Sacramento.**

(End of provision)

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the

United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of clause)

#### 52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2016)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American



statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **twenty (20)** percent of the bid price or **\$3,000,000**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for

acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d)(1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.

(2) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(3) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.

(4) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the Web site <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

\_\_\_\_\_  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_ \_ \_ \_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_

Account party's name \_\_\_\_ \_

Account party's address \_\_\_\_ \_

For Solicitation No. \_\_\_\_ \_ (for reference only)

TO: [ \_\_\_\_ U.S. Government agency]

[ \_\_\_\_ U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_ . This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [ \_\_\_\_ issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_ , or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g., ``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution, if any, otherwise State of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[ \_\_\_\_ Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_ [Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_

Beneficiary: \_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_ /U.S. \$ \_\_\_\_ and expiring with our close of business on \_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_ .

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. \_\_\_\_ -- (Insert version in effect at the time of ILC issuance, e.g.,

``Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of \_\_\_\_ --[State of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_

[City, State]

(Date) \_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_ [Beneficiary Agency] \_\_\_\_ the sum of United States \_\_\_\_ This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_

\_\_\_\_ [Beneficiary Agency]

By: \_\_\_\_

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifty-five (55)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

## 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by the Government.
- (b) Weather conditions: The Contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any U.S. Weather Bureau Office.
- (c) Transportation facilities: The Contractor shall make his/her own investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims against the Government or extension of time for completion of the work.

(End of clause)

## 52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds—

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or



(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

#### 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series

equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

None

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings.

(End of clause)

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 65 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 35 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

(i) Actual mobilization costs at completion of mobilization;

(ii) Actual demobilization costs at completion of demobilization; and

(iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

## Section 00 73 00 - Supplementary Conditions

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2017 TO 30-JUN-2018	N/A	USACE SACRAMENTO DISTRICT JENNIFER L WHEELIS ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922 916-373-1617 X320 FOB: Destination	W91238
1001	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238
1002	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238
1003	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238
1004	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238
1005	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238
1006	POP 01-APR-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91238

## CLAUSES INCORPORATED BY FULL TEXT

## 52.0228-4001 MINIMUM INSURANCE

In accordance with FAR 52.228-5, Insurance-Work on a Government Installation, the Contractor shall procure and thereafter maintain during the entire period of his performance under this contract the following minimum insurance.

Type and Amount

Worker's compensation and employer's liability: At least \$100,000

General liability: Bodily injury liability of at least \$500,000 per occurrence

Automobile liability: Coverage of at least \$200,000 per person; \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

//////////END OF CLAUSE//////////

## 52.0242-4001 KEY PERSONNEL AND SUBCONTRACTORS

Individuals and subcontractors proposed and personnel designated as "key personnel" in the contractor's proposal are considered key to the successful performance of this contract. Once a contract is awarded, those individuals shall be utilized in the performance of this contract. This commitment shall not be changed without the specific written authorization of the Contracting Officer and then only if acceptable comparable personnel are substituted therefore.

The Contractor shall submit in writing to the Contracting Officer the reasons for the substitutions and the qualifications for the persons or subcontractors. Provide the same level of detail on credentials and qualifications on the key personnel or subcontractors as was required by the solicitation. The key personnel or subcontractors which are proposed as substitutes must possess equal or greater qualifications than the individual or subcontractors accepted with the award of the contract at no additional cost to the Government.

//////////END OF CLAUSE//////////

## 52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (3) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (4) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

## **SUPPLEMENTARY CONDITIONS**

### **EMPLOYEE IDENTIFICATION AND FINGERPRINTS:**

If employee identification is required for security or other reasons, the Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

### **MINIMUM INSURANCE**

In accordance with FAR 52.228-5, Insurance-Work on a Government Installation, the Contractor shall procure and thereafter maintain during the entire period of his performance under this contract the following minimum insurance.

#### **Type and Amount**

Worker's compensation and employer's liability: At least \$100,000

General liability: Bodily injury liability of at least \$500,000 per occurrence

Automobile liability: Coverage of at least \$200,000 per person; \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

### **SAFETY AND HEALTH REQUIREMENTS MANUAL**

a. The contractor shall comply with all provisions of the U.S. Army Engineers Safety and Health Requirements Manual, EM 385-1-1.

b. The Internet URL for EM 385-1-1, entitled "Safety and Health Requirements Manual" is:

<http://www.usace.army.mil/SafetyandOccupationalHealth/SafetyandHealthRequirementsManual.aspx>

c. Whenever the Contracting Officer becomes aware of any noncompliance with these safety and health requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to an equitable adjustment of the contract price or extension of the performance schedule based on any stop work order issued under this authority.

**WORK DAYS AND HOURS:**

a. Federal law (5 U.S.C. 6103) establishes the following public holidays for Federal employees. When a holiday falls on a Saturday, the holiday is generally observed on the preceding Friday. When a holiday falls on a Sunday, the holiday is generally observed on the following Monday. Further information pertaining to Federal holidays is available at <http://www.opm.gov/fedhol>.

b. The normal work days and hours for this project will be Monday through Saturday, excluding the observation of federal holidays, from 07:00 a.m. to 06:00 p.m. Access to the work site may be restricted to these hours and days. Work during other than normal hours and days must be coordinated in advance with the Administrative Contracting Officer.

**WORK DAYS AND HOURS:**

This work may require multiple crews, multiple shifts, and working weekends and holidays. The Government recognizes the short duration of the time allowed to complete the work and relies upon the Contractor's experience and expertise to properly plan, staff, and execute the work. In addition, the Contractor may be called upon to provide emergency construction services in the event of unusually severe weather, high river stages, or other circumstances that could threaten life or property.

**ALTERNATE STRUCTURED APPROACH TO WEIGHTED GUIDELINE METHOD FOR CONSTRUCTION CONTRACTS:**

The following alternate structured approach shall be used for all fixed-price construction contract actions.

<u>Factor</u>	<u>Rate</u>	<u>Weight</u>	<u>Value</u>
Degree of risk		20	
Relative difficulty of work		15	
Size of job		15	
Period of performance		15	
Contractor's investment		5	
Assistance by Government		5	
Subcontracting		25	
Total		100%	

Based on the circumstances of the procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. "Value" shall be obtained by multiplying the rate by the weight. The Value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement. The profit percentage should be multiplied by the total contract costs, including general and administrative costs.

(1) Degree of risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items shall generally have a higher weight than unit price items; other things to consider include the nature of the work and where it is to be performed. Consider the portion of the work to be done by subcontractors, amount and type of labor included in costs, whether the negotiation is before or after performance of the work, etc. Modifications settled before the fact have much greater risk than those settled after the fact. A weight of .03 is appropriate for after the fact equitable adjustments and/or settlements.

(2) Relative Difficulty of Work: If the work is difficult and complex, the weight should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk.



Some other things to consider are the nature of the work, by whom it is to be done (i.e., subcontractors, consultants), what is the time schedule.

(3) Size of Job. Work of \$100,000 or less shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05. Work from \$5,000,000 to \$10,000,000 shall be weighted at .04. Work in excess of \$10,000,000 shall be weighted at .03. It should be noted that control of fixed expenses generally improves with increased job magnitude.

(4) Period of Performance. Work not to exceed one month is to be proportionately weighted at .03. Durations between one month and 24 months are to be proportionately weighted between .03 and .12. Work in excess of 24 months is to be weighted at .12.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average and above average. Things to consider include amount of subcontracting, Government-furnished property or data such as surveys, soil tests, method of making progress payments, and any mobilization payment items.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Consider use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80% or more of the work is to be subcontracted use .03. The weighting should be increased proportionately to .12 where all the work is performed by the contractor's own forces.

#### **SUBCONTRACTING WITH SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESSES:**

Contractors are cautioned that failure of any Contractor to comply in good faith with the contract clauses pertaining to (1) Utilization of Small Business Concerns or (2) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plans, when applicable, will be a material breach of contract. In order to assist contractors in developing a source list of small, small disadvantaged and/or women-owned small business concerns you are encouraged to contact your minority contractor associates, the local Minority Business Development Agency and the appropriate General Business Service Centers in your Standard Metropolitan Statistical Area. Contractors may obtain addresses of these sources from:

Write: US Army Engineer District, Sacramento  
ATTN: Deputy for Small Business  
1325 J Street, 9th Floor  
Sacramento, California 95814-2922

Or Contact: Ms. Michelle Stratton  
Deputy for Small Business  
Telephone: (916) 557-7641

#### **CONTRACTOR SUPPLY AND USE OF ELECTRONIC SOFTWARE FOR PROCESSING DAVIS-BACON ACT CERTIFIED LABOR PAYROLLS**

The contractor is encouraged to use a commercially-available electronic system to process and submit certified payrolls electronically to the Government. The requirements for preparing, processing and providing certified labor payrolls are established by the Davis-Bacon Act as stated in FAR 52.222-8, PAYROLLS AND BASIC RECORDS and FAR 52.222-13, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS.

If the contractor elects to use an electronic Davis-Bacon payroll processing system, then the contractor shall be responsible for obtaining and providing for all access, licenses, and other services required to provide for receipt, processing, certifying, electronically transmitting to the Government, and storing weekly payrolls and other data

required for the contractor to comply with Davis-Bacon and related Act regulations. When the contractor uses an electronic Davis-Bacon payroll system, the electronic payroll services shall be used by the contractor to prepare, process, and maintain the relevant payrolls and basic records during all work under this construction contract and the electronic payroll service shall be capable of preserving these payrolls and related basic records for the required 3 years after contract completion. If the contractor chooses to use an electronic Davis-Bacon payroll system, then the contractor shall obtain and provide electronic system access to the Government, as required to comply with the Davis-Bacon and related Act regulations over the duration of this construction contract. The access shall include electronic review access by the Government contract administration office to the electronic payroll processing system used by the contractor.

The contractor's provision and use of an electronic payroll processing system shall meet the following basic functional criteria: commercially available; compliant with appropriate Davis Bacon Act payroll provisions in the FAR; able to accommodate the required numbers of employees and subcontractors planned to be employed under the contract; capable of producing an Excel spreadsheet-compatible electronic output of weekly payroll records (format at <http://www.rmssupport.com/guides.aspx>) for export in an Excel spreadsheet to be imported into the contractor's Quality Control system (QCS) version of Resident Management System (RMS), that in turn shall export payroll data to the Government's Resident Management system (RMS); demonstrated security of data and data entry rights; ability to produce contractor-certified electronic versions of weekly payroll data; ability to identify erroneous entries and track the data/time of all versions of the certified Davis Bacon payrolls submitted to the government over the life of the contract capable of generating a durable record copy, that is, a CD or DVD and PDF file record of data from the system database at end of the contract closeout. This durable record copy of data from the electronic Davis-Bacon payroll processing system shall be provided to the Government during contract closeout.

All contractor-incurred costs related to the contractor's provision and use of an electronic payroll processing service shall be included in the contractor's price for the overall work under the contract. The costs for Davis-Bacon Act compliance using electronic payroll processing services shall not be a separately bid/proposed or reimbursed item under this contract.

#### **HAZARDOUS MATERIALS DELIVERED UNDER THIS CONTRACT:**

(a) If any hazardous materials will be delivered under this contract (see Section 00 45 00, FAR 52.223-3, and DFARS 252.223-7001), the Material Safety Data Sheets (MSDS) for locally purchased, nonstandard stock hazardous material will be submitted to the Corps of Engineers Contracting Officer or Contracting Officer's Representative. For all other materials, the MSDS will also be submitted to U.S. Army Environmental Hygiene Agency, ATTN: HSE-OI, Aberdeen Proving Grounds MD 21010.

(b) Hazardous material is defined in Federal Standard No. 313, sold by the General Services Administration Specifications Unit (3FBP-W), 7th & D Streets, SW, Washington DC 20407.

#### **EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE**

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

(b) Allowable cost for CONSTRUCTION and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, CONSTRUCTION Equipment Ownership and Operating Expense Schedule, Region VII. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

NOTE 1: EP 1110-1-8 is available on the Internet at the following location:

[http://www.publications.usace.army.mil/USACEPublications/EngineerPamphlets.aspx?udt\\_43545\\_param\\_orderby=Pub\\_x0020\\_Date\\_UDT\\_Value&udt\\_43545\\_param\\_direction=descending](http://www.publications.usace.army.mil/USACEPublications/EngineerPamphlets.aspx?udt_43545_param_orderby=Pub_x0020_Date_UDT_Value&udt_43545_param_direction=descending)

NOTE 2: Standard Form 1411 is no longer a current form. The Contracting Officer may require submission of cost or pricing data in the format indicated in Table 15-2 of FAR 15.408, specify an alternative format, or permit submission in the contractor's format. Information other than cost or pricing data may be submitted in the contractor's own format unless the use of a specific format is prescribed elsewhere in this contract.

#### **INVOICES:**

The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. **Refer to Section 00 70 00 Clause 252.232-7003 "Electronic Submission of Payment Requests and Receiving Reports" for registration and procedures.** An additional copy of invoices will be submitted to the address in Block 26, SF-1442, which will be completed at time of award. Invoices shall be submitted on ENG Form 93 which will be provided to the Contractor by the Government.

#### **AS-BUILT DRAWINGS (PROGRESS PAYMENT):**

One-half of one percent of construction award money shall be withheld until the final as-built drawings and CADD files are accepted by the Government.

#### **CONTRACTOR-PROVIDED UTILITIES:**

All utilities used in the performance of the work shall be furnished and paid for by the Contractor. The Contractor, at the Contractor's expense, and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines and the Contractor shall remove the same prior to final acceptance of the construction.

#### **SALVAGE AND SCRAP GOVERNMENT PROPERTY:**

(a) "Government property" means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property.

(b) "Salvage" means Government property in possession of a contractor, including subcontractors, that, because of its worn, damaged, deteriorated, or incomplete condition or specialized nature, has no reasonable prospect of sale or use as serviceable property without major repairs, but has some value in excess of its scrap value.

(c) "Scrap" means Government personal property that has no value except for its basic material content.

(d) The Contractor shall maintain records of all scrap and salvage generated from this contract. The Contractor's records shall contain the following information:

- (1) Contract Number
- (2) Description of salvageable items or classification (material content) of scrap
- (3) Quantity on hand

(e) The Contractor shall provide final accounting and disposition recommendations of all Government property not consumed in performing this contract or delivered to the Government including salvage and scrap. The Government will review the Contractor's records and shall cause correction if the Government disagrees with the classification of items as salvage or scrap. The Contractor shall dispose of the items as directed by the Contracting

Officer. Items designated as scrap (agreed to by the Contracting Officer) shall be retained by the Contractor; its disposition shall be the responsibility of the Contractor. See Specification Section 01 00 00, paragraph entitled "Scrap Material". Items designated as salvageable items (agreed to by the Contracting Officer) shall be turned over to the Government.